

**RESOLUTION NO. 1819**

**A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE PURCHASE OF A POSTAGE MACHINE FROM ALL COPY PRODUCTS AND APPROVING A MAINTENANCE AGREEMENT**

**WHEREAS**, the City of Nevada, Missouri, has determined that it is necessary to purchase a new postage machine to meet the needs of City operations; and

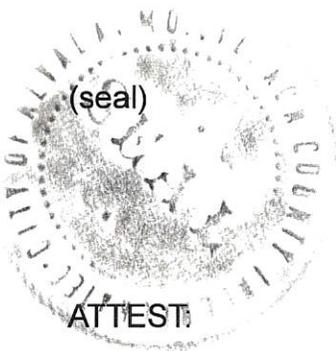
**WHEREAS**, All Copy Products has provided a quote for the purchase of a postage machine in the amount of \$5,461.44 plus installation; and

**WHEREAS**, the agreement attached as Exhibit "A" by reference is approved; and

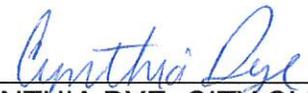
**WHEREAS**, the City Manager or his designee is hereby directed to execute any and all documents related to said agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Nevada, Missouri, authorizes payment and enters into a maintenance agreement with All Copy Products for the purchase and service of a postage machine.

**PASSED, APPROVED AND ADOPTED**, by the City Council of the City of Nevada, Missouri on this 1st day of October 2024.



  
\_\_\_\_\_  
GEORGE C. KNOX, MAYOR

  
\_\_\_\_\_  
CYNTHIA DYE, CITY CLERK

## **AGENDA ITEMS**

October 1, 2024

Subject: Postage Machine Purchase

Department: Administration

### Department Notes:

- Our salesman came by and made us aware that our current postage machine will be obsolete at the end of this year. It will no longer be in compliance with the United States Postal Service.
- Service on the new machine is \$480.00 per year paid annually.
- The PSD (postal security device) rental is \$62.00 per month paid monthly.



## TERMS AND CONDITIONS

- 1. ACCEPTANCE:** All Copy Products, Inc. ("ACP, "us", "our", etc.) ACP agrees to sell to Customer ("you" and "your") agree to buy from ACP the equipment described on the reverse side under "Brand/Model" (the "Equipment") in accordance with the following terms and conditions. You agree to comply with and perform all of the terms and conditions included in this agreement including the Prepaid Connected Services Addendum and in any invoices that ACP may deliver to you under this Agreement, which together are a complete statement of the parties' Agreement. This Agreement is a binding contract for purchase of the Equipment, and you understand, acknowledge and agree that once the order is placed for the Equipment, such order becomes non-cancellable and Customer is responsible for the purchase and payment of the Equipment within 30 days of the delivery, or tender of delivery of the Equipment to the Customer. In the event Customer elects to finance such purchase through the form of a finance lease or other financing arrangement, Customer is responsible for immediately taking all actions necessary to secure such financing prior to the expiration of such 30 day period, including but not limited to the execution of lease or financing documents, accepting delivery of equipment, etc. You further agree to pay us a fee of up to \$200 to reimburse our expense for delivery and installation of the Equipment.
- 2. PAYMENT:** Payment is due in full with 30 days of delivery or tender of delivery of the Equipment. Late charges of 1½% per month (18% per annum) on the unpaid balance will be added if full payment is not received within 30 days after delivery or tender of delivery.
- 3. SECURITY INTEREST:** You hereby grant ACP a security interest in and to the Equipment, and the right to perfect such security interest, until you have paid in full the entire purchase price and all other applicable charges. During the period that ACP has a security interest in the Equipment, you agree to not move the Equipment or permit the Equipment to be removed from the location where ACP installed the Equipment, without prior written consent of ACP.
- 4. DEFAULT:** If you default in the performance of any of your obligations under this Agreement or any other agreement with ACP, ACP may (a) enforce this Agreement, (b) recover damages for the default, (c) refuse to perform any of its obligations to you under this or any other agreement, and (d) exercise any other remedy available by law. If ACP refers this Agreement to an attorney for collection or to enforce the performance of your obligations, you agree to pay ACP's reasonable attorney's fees, whether or not suit be brought, and actual court and other costs. You agree that any delay or failure by ACP to enforce its rights under this Agreement does not prevent ACP from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under law.
- 5. MISCELLANEOUS:** You shall not assign any of your rights or obligations under this Agreement without the prior written permission of ACP. ACP may assign its rights and obligations under this Agreement without obtaining your permission. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assignees of the parties. This Agreement, together with any invoice that ACP sends to you, shall constitute the entire Agreement of the parties with respect to its subject matter. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties. You represent that you are purchasing the Equipment for business purposes only and not for individual, family or household purposes.
- 6. WARRANTY/LIMITATION OF LIABILITY:** You agree that any new equipment warranty covering the Equipment shall that warranty offered by the equipment manufacturer, and you agree to look solely to such manufacturer for any warranty claims. Notwithstanding such manufacturer's warranty, ACP warrants that the Equipment will be free from material defects, as determined by ACP, for a period of 30 days, which commences upon the date that the Equipment is installed and available for your use (the "ACP Warranty"). If ACP determines that the Equipment is materially defective during the ACP Warranty period, ACP will repair the Equipment at its own expense. You agree that this is your only remedy from ACP under this Warranty. If ACP replaces used parts with new parts, ACP shall become the owner of the used parts. The ACP Warranty does not cover defects caused by natural disasters, labor disturbances, unavailability of parts, environmental conditions, repairs performed by non-ACP personnel, the misuse by or the negligent or intentional acts of you or your owners, officers, directors, employees or other agents, or third parties, or other circumstances beyond ACP's control. Consumable items are not covered under the terms of the ACP Warranty. ACP will not make repairs or replace parts if it is impractical to do so because of (a) the existence of safety hazards not caused by ACP, or (b) the Equipment is not compatible with or otherwise will not connect to devices not supplied by ACP that are necessary to operate the equipment. Except as otherwise specified in this Agreement, ACP expressly disclaims any and all warranties, expressed or implied, statutory or otherwise related to the Equipment, including without limitation the warranty of merchantability or fitness for a particular purpose. You agree that ACP will not be responsible to pay to you any consequential, incidental, special, exemplary or punitive damages for any default by ACP under this Agreement.
- 7. CLAIMS:** All claims regarding shipments and receipt of goods must be made within 30 days of delivery.
- 8. THIRD PARTY SOFTWARE:** The Equipment may be designed to operate in conjunction with certain third party software ("Third Party Software"). Any Third Party Software that ACP provides to you is not owned by ACP. Your terms and conditions of use for any Third Party Software are set forth in the end user license agreement from the owner of the Third Party Software. All Third Party Software is made available on an "as is" basis and without any warranty or indemnity of any kind. ACP makes no warranties, expressed or implied, whether by statute or otherwise, related to the Third Party Software, including but not limited to non-infringement of third party rights, title, integration, accuracy, security, availability, quality, merchantability or fitness for a particular purpose. By using the Third Party Software, you are knowingly and voluntarily assuming all risk of loss or damage in connection with the Third Party Software. Under no circumstances will ACP be liable to you, or any other person, for any loss of use, revenue or profit; lost or damaged data, downtime, any other commercial or economic loss, or for any direct, indirect, incidental, special, statutory, punitive, exemplary or consequential damages whatsoever related to your use or reliance upon the third party software. This limitation shall apply even in the event of a breach of a material term of this Agreement.
- 9. RETURNS:** No Equipment or consumable goods may be returned without ACP's prior written consent. A) Only unused consumable goods for which written return authorization is requested within 60 days of invoice date shall be considered for return. B) On authorized returns, Customer agrees to pay a restocking charge equivalent to 30% of the purchase price. C) Any Equipment or consumable goods returned without written authorization may not be accepted at the receiving dock, and is the sole responsibility of the Customer.
- 10. LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of our principal office or of that of any assignee's principal office and shall be governed by and construed in accordance with such laws. If we or any assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, you irrevocably agree that any such matter may be adjudicated in any court or courts in the state of our principal office or of that of any assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or Equipment, all at the sole election of us or our assignee. You agree to waive trial by jury in any action between you and us.
- 11. ALL SECURE:** Selection of the All Secure program will provide an authorized All Copy Products engineer to schedule a call either onsite or at our facility to use a set of enhanced passwords and data security measures to ensure your hard drives have added security protection. At the end of service or disposal of this unit ACP will sanitize and remove all data to US Department of Defense standard for security. If Equipment has been removed from the location noted on the first page, you must call ACP to initiate this service. Failure to request our engineer to perform these steps before any Equipment leaves your office will negate the guarantees of the All Secure program. Equipment picked up by ACP will not require pre-scheduling and a proof of completion will be provided by ACP once the machine has been sanitized.
- 12. Taxes and Fees:** You agree to pay all taxes and fees, including any shipping charges relating to this Agreement.



PREPAID CONNECTED SERVICES ADDENDUM

Date
September 11, 2024

See reverse for complete terms and conditions

[Back to Pricing Sheet](#)

S H I P T O	Company Name:			B I L L T O	Company Name:		
	City of Nevada				City of Nevada		
	Street Address:		Suite:		Street Address:		Suite:
	110 S Ash St				110 S Ash St		
	City:	State:	Zip:		City:	State:	Zip:
	Nevada	MO	64772		Nevada	MO	64772
	Main Phone #:		Main Fax		Main Phone #:		Main Fax #:
	Key Operator Name:		Location:		Buyer's Name:		Title:
					JILL MAJORS		MANAGER
Key Operators Phone #:			Buyer's Phone #:				
			417-448-5115				
Cross Street:		Office Hours:	County:		Office Hours:		
		8-430	Vernon		8-430		

**Equipment Covered** (CHECK ALL THAT APPLY)

Print Controller   
  Scanning   
  PC Fax   
  Software

**Installation Type** (CHECK ONE)

Remote Install (Customer Initials) \_\_\_\_\_  
 Remote install support up to 4 hours for the first 90 days is included in the purchase price of your equipment.

Onsite Install (Customer Initials) \_\_\_\_\_  
 Onsite install support for up to 4 hours at \$250. Additional hours may be purchased at standard contract rate of \$180/hour.

Equipment Model / Serial #	Hours	Base/Hourly Rate	Total Cost	Mo Qtr. Yr.
Onsite Install by FP Certified Techn	2	\$180.00	\$0.00	1st 90 days
See Order Agreement or Schedule A				
			<b>Total Charge:</b>	<b>NC</b>

Comments:

**Customer IT Contact**

**Contact Name/Title:** Jill Majors     
 **Email:** ap@nevadama.gov  
**Direct Dial:** 417-448-5511

**Authorization**

FM AUDIT AUTHORIZATION

Accepted                     
  Declined

## All Copy Products, Inc. Prepaid Connected Services Addendum Terms and Conditions

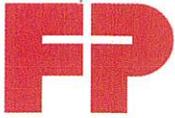
**1. GENERAL:** All Copy Products, Inc. ("ACP") agrees to provide Prepaid Remote Connected Services for the number of hours listed on this Addendum or for a period of 90 days whichever expires first. Upon completion of the initial Prepaid Remote Connected Services, Customer (hereinafter "You" or "Your"), this Addendum may automatically renew pursuant to Section 3 below. Only the Equipment listed on this Addendum/order is covered by Prepaid Remote Connected Services and provides the service of our professional services engineer to remotely support in connecting office equipment or other devices ("Equipment") to your computer or computer network, or building your computer network or fix any issues with connectivity (print and or scan) not related to hardware issues. The Addendum includes design consultation, software and hardware installation and telephone and/or remote technical support. It is Your responsibility to perform all necessary backups on the personal computers ("PCs") or computer network ("Network") prior to actual installation or other services being performed. ACP bears no responsibility for any damage done to or information lost from Your PCs or Network. ACP will provide services under this Addendum during normal business hours, 8 AM to 5 PM, Monday through Friday, except holidays. Addendum services provided after normal business hours, on weekends or holidays, if available, will not be covered by this Addendum and will be billed at Two Times ACP's standard rates in effect at the time the service is performed.

**2. SCOPE OF WORK: Customer Responsibilities** – You will: allow ACP a to provide remote support connection to your PCs or Network via LogMeIn/Rescue; provide a tested network port near the connected device(s); provide a tested patch cable for the connected device(s); ensure Your IT staff or equivalent will be available onsite during the entire installation process; provide proper power and phone line; and have all workstations in good working condition with all software updates and service packs installed, and allow the installation of the ACP's electronic meter collection tool. If You have a third-party email server or FTP, it is Your responsibility to have the necessary ports open, by the date of installation, with Your host provider. **ACP Responsibilities** – ACP will contact Your designated IT staff member to perform necessary network discovery for determination of how to configure the connected Equipment; set up and pretest Your Equipment before delivery to Your location; deliver and configure the Equipment; connect Your Equipment to the PCs/Network via a remote session; train customer's IT staff member on PCs/Network server set up and configuration, workstation printer setup and configuration, and use of drivers. All information viewed by ACP personnel shall be considered confidential and may not be disclosed without consent by You unless ordered by law.

**3. TERM AND RENEWAL:** The Addendum shall become effective upon the delivery and acceptance of the Equipment. Unless terminated as set forth herein, upon expiration of the previous block of hours/time period, this Addendum shall automatically renew, for an additional block of time to be used within the next 12 month period. This will cover installation and troubleshooting of all issues related to connectivity that are not hardware related including; setting up new computers for print and or scan, troubleshooting print and scan issues on existing computers, assisting with network settings changes in the device, and setting up or troubleshooting desktop faxing. Each remote support call will count against your block of time in 15 minute increments. If You desire not to renew the Addendum, You must give written notification to ACP of such decision (i) not less than five (5) days after receipt of a new invoice for a new block of prepaid connected service time, or (ii) prior to the next performance of connected services by ACP. If ACP provides any connected services, other than as part of the Prepaid Connected Services Addendum, such services shall be provided on a per call basis and billed at the current per hour rate.

**4. BREACH OR DEFAULT:** If You do not pay all charges billed under the terms of this Addendum, promptly when due, or in the event of a breach of any other term of the Addendum by You, ACP may (a) refuse to service the device(s) until full remittance is made, (b) provide service on a per call basis, (c) require C.O.D. payment in full at the time of service at the current per call rates, and (d) take any and all actions as provided by law. Such remedies shall be cumulative, and the waiver by ACP of any one breach by You shall not deem a waiver by ACP of any other or subsequent breach. ACP reserves the right to withhold service or supplies if any charges due by You to ACP become past due, regardless of whether those charges are related to this Addendum. For purposes of this Addendum, "Per Call" means the full charge rates ACP charges to other customers who are not on the Prepaid Connected Service Addendum program.

**5. MISCELLANEOUS:** You understand and agree that ACP does not warrant results of the computer services provided and there are no warranties, expressed or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose. When requested by You, ACP shall attempt to estimate the amount of time necessary to complete the requested computer services, then required. Customer specifically acknowledges and agrees that ACP is not responsible or accountable for improper, irregular or non-industry standard set up of Your computer network, system or personal computers. ACP is not responsible for computer services provided by a previous third party vendors, or for the age or functionality of Your computer hardware and/or software. You understand and agree that problems with or irregular set up of Your computer hardware and software could cause a delay in the performance or completion of the connected services and take more time to repair or resolve than estimated. You agree that in no event shall ACP be liable to You for any direct, indirect, special or consequential damages or lost profit rising out of or related to this Addendum, the performance of services or breach thereof.



**FP Mailing Solutions**  
 140 N. Mitchell Ct, Ste 200  
 Addison, IL 60101-5629  
 Tel: (800) 341-6052  
 www.fp-usa.com

## Customer Agreement

### CUSTOMER INFORMATION

<b>Billing Address</b>	
Customer: City of Nevada	
Department: Finance	
Street: 110 S ASH ST	
City: NEVADA	County: VERNON
State: MO	Zip: 64772
Tel: 417-448-5115	Fax:
E-mail: jmajors@nevadamo.gov	
Contact Name: JILL MAJORS	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

<b>Shipping &amp; Installation Address (if different than Billing)</b>	
Customer: City of Nevada	
Department:	
Street: 110 S ASH ST	
City: NEVADA	County: VERNON
State: MO	Zip: 64772
Tel: 417-448-5115	Fax:
E-mail: jmajors@nevadamo.gov	
Contact Name: JILL MAJORS	
Mailing Address: <input checked="" type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

### RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P400C	POSTBASE VISION A7 PSD	Included	<input type="checkbox"/> Electronic Billing
1	UNL	Unlimited Resets	Included	<input checked="" type="checkbox"/> Paper Billing (Default)
1	RGPOST	PostBase RateGuard	Included	<b>Rental Billing Frequency (select one)</b>
		*Equipment & Attributes must be purchased separately		<input type="checkbox"/> Annual Billing
				<input type="checkbox"/> Semi-Annual Billing
				<input checked="" type="checkbox"/> Quarterly Billing (Default)
				<input checked="" type="checkbox"/> Tax-Exempt
<b>Term of Contract: 63 months*</b>			<b>Total Monthly Payment \$62.00</b>	Certificate required for processing. Resale Certificates not applicable.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at [www.fp-usa.com/terms-conditions](http://www.fp-usa.com/terms-conditions) are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) \* 36 Month Initial Term will apply unless otherwise indicated above.

### CUSTOMER ACCEPTANCE (please complete all fields)

<b>Customer Acceptance of Terms</b>	
Print Name of Authorized Representative:	
Tel: 417-448-5115	
Tax ID: 44-6000232	State: MO
Authorized Signature: X	
Date: 10/2/24	

<b>Dealer Information</b>	
Selling Dealer Name: ACP - LENEXA	Dealer #: 262
Address: 7920 MARSHALL DR., LENEXA, KS 66214	
Tel: 816-255-0835	Fax:
Sales Representative Name: PAUL VOLPE KCSA111	
Servicing Dealer Name: ACP - LENEXA	Svc. Dealer #: 2620

### DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company: _____	Promo Code: _____
<input checked="" type="checkbox"/> Upgrade / Model Change	<input type="checkbox"/> Major Account: _____	Package Code: PV7D
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.: _____	Select One:
<input type="checkbox"/> Coterminal Add-On: _____	Master Billing Acct. No.: _____	<input type="checkbox"/> TVP (Default) <input checked="" type="checkbox"/> RPP
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.: _____	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
Existing Account No.: 600079004		<input type="checkbox"/> USPS® Location: (CPU Letter Attached)



## MAILING SOLUTIONS MAINTENANCE AGREEMENT

1635 W 13TH AVE - DENVER, CO 80204 - Phone 303.295.0741 - Fax 303.298.0102

<b>L</b> <b>O</b> <b>C</b> <b>A</b> <b>T</b> <b>O</b> <b>N</b>	<b>B</b> <b>I</b> <b>L</b> <b>L</b> <b>T</b> <b>O</b>
Company Name:	Company Name:
City of Nevada	City of Nevada
Street Address:	Street Address:
110 S Ash St	110 S Ash St
City: State: Zip:	City: State: Zip:
Nevada MO 64772	Nevada MO 64772
Main Phone #: Main Fax #:	Main Phone #: Main Fax #:
417-448-5115	417-448-5115

### Equipment Covered

Equipment Model & Serial Number	Annual Service Charge
FP-USA PPOSTBASE VISION A7 AUTO FEED	\$480.00
	Paid Yearly

Equipment Model & Serial Number	Annual Service Charge

**Contract Term: 63 Months**

### TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE: In consideration for the payment by Customer of the maintenance service charges set forth above, except as provided herein, All Copy Products, Inc. ("ACP") shall provide all labor and parts required for the maintenance and minor repair of the equipment, set forth above ("Equipment"), the need for which arises from the Customer's normal, commercial use of the Equipment. Damage to the Equipment or components arising out of misuse, neglect, or causes beyond ACP's control are not covered by this Agreement.
2. CHARGES: The initial charge for maintenance under this Agreement shall be the amount set forth hereof. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the due date or of the date on which ACP invoices Customer for such charges, whichever is earlier. You agree that ACP shall have the right to withhold service or supplies if any charges due by You to ACP become past due, regardless of whether those charges are related to this Agreement or the Equipment covered by this Agreement. Customer understands that alterations, attachments, or specification changes to the Equipment may require an increase in maintenance charges and agrees to pay such charges promptly when due. Labor for the installation of the memory upgrades or other upgrades and enhancements, or parts and supplies not provided by ACP, are not covered by this Agreement and will be installed on a "Per Call" basis at ACP's then published rates. Customer further agrees to pay all applicable taxes.
3. RENEWAL: Customer agrees that this Agreement automatically renews at the end of the original term for the same contract term set forth above unless either party gives the other party written notice of termination 90 days prior to the expiration of the term of this Agreement as renewed. Upon such renewal ACP shall have the right to increase the Annual Service Charge up to 10% per 12-month period.
4. MISCELLANEOUS: ACP expressly disclaims any duty as an insurer of the Equipment herein and Customer shall pay for all consumable supplies as well as costs of repair and parts or replacement of the Equipment made necessary by any casualty, theft, intentional act or, negligent act of Customer, Customer's Agents or third parties. Customer agrees to insure the Equipment against theft, casualty or other loss. In the event the Equipment cannot be repaired to a good condition, in ACP's sole discretion, due to age, condition or other factor, ACP shall have the right to terminate this Agreement. Customer agrees to provide reasonable space and proper and sufficient electrical power as specified or required for each piece of Equipment. ACP's technicians must be able to access the Equipment from all sides. Neither Equipment relocation by ACP nor service required by a customer's self-move of the Equipment is covered under this Agreement. This Agreement represents the entire Agreement between the parties and supersedes all prior oral and written proposals or agreements. Customer agrees to pay all attorneys fees and costs incurred by ACP in the enforcement of ACP's rights and remedies under this Agreement, whether or not legal action is instituted. In the event any amounts required to be paid by Customer under this Agreement are not paid when due, Customer agrees to pay to ACP a finance charge equivalent to 1.5% per month (18% per annum) on all outstanding unpaid amounts. This Agreement shall be governed by and construed according to the laws of the State of Colorado, and Customer agrees that the jurisdiction and venue for any legal action shall be in the City and County of Denver, Colorado.

Comments: \_\_\_\_\_

**Authorization**

**Authorized Signature:**

**Date:** 10/2/24

**Print Name:** LARRY STEVENS

**Title:** CITY MGR.

**All Copy Representative:** PAUL VOLPE KCSA111 **Date:** 9/11/2024



**NON-APPROPRIATION ADDENDUM**

This is an addendum ("Addendum") to and part of that certain agreement between All Copy Products, Inc. ("we", "us", "our") and City of Nevada, Missouri ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

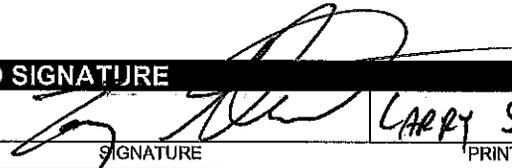
You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

**GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE**

(As Stated Above)

X



SIGNATURE

LARRY STEVENS - CITY MGR.

PRINT NAME & TITLE

DATE

10/7/04

**OUR SIGNATURE**

All Copy Products, Inc.

SIGNATURE

PRINT NAME & TITLE

DATE